

*Rosamond Community Services District
Special Board Meeting – Agenda
Wednesday, September 18, 2024 @ 5:30PM*

**SPECIAL MEETING OF THE
BOARD OF DIRECTORS
ROSAMOND COMMUNITY SERVICES DISTRICT**

5:30PM Closed Session
6:00 PM Special Board Meeting
Wednesday, September 18, 2024
District Board Room
3179 35th Street West
Rosamond, CA 93560

Teleconference
1-877-411-9748
Access Code: 5150560

Teleconference address:
22755 SW 66th Ave #107
Boca Raton, FL 33428

Agenda

CALL TO ORDER Time: _____

ROLL CALL

Director Greg Washington Via Teleconference
Director Alfred Wallis
Director Rick Webb
Vice President Ben Stewart
President Byron Glennan

General Manager (GM) Kim Domingo
Director of Public Works John Houghton
Director of Administration Sherri Timm
Legal Counsel, John Komar, Esq.

PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA Motion: _____ 2nd: _____

PUBLIC COMMENTS

(At this time, any person may address the Board on any subject within the District’s jurisdiction which is not on the agenda. However, any non-agenda matter will be referred to staff for a report and/or action at a subsequent Board meeting and no action can be taken on any such item discussed unless the action has been authorized under §54954.2(b) of the Government Code. Any person may also address the Board on any agenda matter at the time that matter is discussed, prior to Board consideration and action. Speakers are requested to limit comments to five (5) minutes.)

VOLUNTARY PUBLIC ROLL-CALL VIA TELECONFERENCE

(If any member of the public on the teleconference/video conference wishes to identify themselves as present for this meeting, please do so for the records/minutes)

CLOSED SESSION Time: _____

Motion _____ 2nd _____

CS 1. CONFERENCE WITH LEGAL COUNSEL - Anticipated Litigation, 2 Cases, (Govt. Code, § 54956.9(d)(2)(3)).

PUBLIC REPORT ON ACTION TAKEN IN CLOSED SESSION

Time Out of Closed Session: _____

Motion _____ 2nd _____

_____ No Reportable Action _____ Reportable Action by: _____

6:00 P.M. OPEN SESSION Time: _____

PUBLIC COMMENTS

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VOLUNTARY PUBLIC ROLL-CALL VIA TELECONFERENCE

(If any member of the public on the teleconference/video conference wishes to identify themselves as present or this meeting, please do so for the records/minutes)

CONSENT CALENDAR

CC 1 Review of the check/voucher register dated August 20, 2024 through September 2, 2024 | Payroll (Checks) dated August 22, 2024 | Payroll (Direct Deposit) dated August 28, 2024 | Payroll (Checks) dated August 28, 2024.

CC 2 By motion, discuss and receive Cash Balances – June 2024 report.

CC 3 By motion, discuss and receive Cash Balances – July 2024 report.

CC 4 By motion, discuss and receive Reserve Balances – June 2024 report.

CC 5 By motion, discuss and receive 4th Quarter Treasurer’s Report.

Motion: _____ 2nd: _____

MINUTES

M1. Approve August 28, 2024 Regular Board Meeting Minutes.

Motion: _____ 2nd: _____

NEW BUSINESS

NB 1. Approval of Amendment to Water Service Agreement with Sierra Creek Apartments, LLC. (Presenter Kim Domingo)

NB 2. Approval of Task Order 2024-02 with QK for Additional Survey Services for the RCSD Arsenic Consolidation Project. (Presenter Kim Domingo)

NB 3. Authorize the Advertisement to Bid for the Purchase of a Vacuum Hydro Excavator. (Presenter Kim Domingo)

NB 4. Approval to Cancel the September 25, 2024 Regular Board Meeting Due to Lack of Quorum. (Presenter Kim Domingo)

NB 5. Approval of Resolution No. 2024-5 Adopting a Revised Conflict-of-Interest Code. (Presenter Sherri Timm)

DIRECTOR REPORTS/COMMENTS/FUTURE AGENDA ITEMS

GENERAL COUNSEL UPDATE

John Komar, Esq

GENERAL MANAGER UPDATE

Kim Domingo

DIRECTOR OF ADMINISTRATION UPDATE

Sherri Timm

PUBLIC WORKS UPDATE

John Houghton

ADJOURNMENT Time: _____ Motion: _____ 2nd: _____

Requirements Regarding Disabled Access: In accordance with Government Code §54954.2(a), requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting, should be made to the RCSD Board Secretary at least 48 hours in advance of the meeting to ensure availability of the requested service or accommodation. Please contact the Board Secretary by telephone at (661) 256-3411, Email: stimm@rosamondcsd.com or in writing at the Rosamond Community Services District, Attn: Board Secretary 3179 35th Street West, Rosamond, CA 93560.

Pursuant to Government Code Section 54957.5, any writing that: (1) is a public record; (2) relates to an agenda item for an open session of a regular meeting of the Board of Directors; and (3) is distributed less than 72 hours prior to that meeting, will be made available for public inspection at the time the writing is distributed to the Board of Directors. Any such writing will be available for public inspection at the District offices located at 3179 35th Street West, Rosamond, CA 93560. A complete agenda packet containing all accompanying reports for this agenda is available by contacting the Board Secretary stimm@rosamondcsd.com or 661-256-3411, or in person or writing to Rosamond Community Services District, Attn: Board Secretary 3179 35th Street West, Rosamond, CA 93560.

Board meetings are subject to audio recording.

**REGULAR MEETING OF THE
BOARD OF DIRECTORS
ROSAMOND COMMUNITY SERVICES DISTRICT**

6:00 PM Regular Board Meeting
Wednesday, August 28, 2024
District Board Room
3179 35th Street West
Rosamond, CA 93560

Teleconference
1-877-411-9748
Access Code: 5150560

Minutes

CALL TO ORDER

The meeting was called to order at 6:00 PM by President Glennan.

ROLL CALL

Director Greg Washington	Present
Director Alfred Wallis	Present
Director Rick Webb	Present
Vice President Ben Stewart	Present
President Byron Glennan	Present

General Manager (GM) Kim Domingo	Present
Director of Public Works John Houghton	Present
Director of Administration Sherri Timm	Present
Legal Counsel, John Komar, Esq.	Via Teleconference

PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA

GM Domingo informed the board that there is a need to take immediate action, and the need was discovered after the agenda was already posted, making it impractical to provide advance notice. Action requested: Add NB 3 to the agenda to cancel the September 11, 2024 Regular Board Meeting due to lack of a quorum in order to provide advance notice to the public.

A motion to add NB 3 to the agenda was made by Director Webb and seconded by VP Stewart.

Motion passed 5/0, all ayes.

PUBLIC COMMENTS

(At this time, any person may address the Board on any subject within the District’s jurisdiction which is not on the agenda. However, any non-agenda matter will be referred to staff for a report and/or action at a subsequent Board meeting and no action can be taken on any such item discussed unless the action has been authorized under §54954.2(b) of the Government Code. Any person may also address the Board on any agenda matter at the time that matter is discussed, prior to Board consideration and action. Speakers are requested to limit comments to five (5) minutes.)

Kelly Carden, candidate for Kern County 2nd District Supervisor.

VOLUNTARY PUBLIC ROLL-CALL VIA TELECONFERENCE

(If any member of the public on the teleconference/video conference wishes to identify themselves as present for this meeting, please do so for the records/minutes)

Amanda Ortiz- Rosamond News

CONSENT CALENDAR

CC 1 Review of the check/voucher register dated August 6, 2024 through August 19, 2024 | Payroll (Direct Deposit) dated August 14, 2024 | Payroll (Checks) dated August 14, 2024.

A motion to approve CC 1 was made by Director Webb and seconded by VP Stewart.

Motion passed 5/0, all ayes.

MINUTES

M1. Approve August 14, 2024 Regular Board Meeting Minutes.

A motion to approve M1 was made by Director Webb and seconded by VP Stewart.

Motion passed 5/0, all ayes.

NEW BUSINESS

NB 1. Approval of Lease Agreement with IronWill Jiu Jitsu for the old District Office Building at 2700 20th Street West, APN 258-063-02 (Presenter Kim Domingo)

A motion to approve NB1 was made by Director Wallis and seconded by Director Washington.

Motion passed 4 ayes. VP Stewart recused himself.

NB 2. Approval of Rosamond CSD Arsenic Consolidation Phase 1 Project Bid Documents and Authorize the Advertisement to Bid (Presenter Kim Domingo)

A motion to approve NB 2 was made by VP Stewart and seconded by Director Webb.

Motion passed 5/0, all ayes.

NB 3.Cancel the September 11, 2024 regular board meeting due to lack of a quorum.

A motion to approve NB 3 was made by Director Wallis and seconded by VP Stewart.

Motion passed 5/0, all ayes.

DIRECTOR REPORTS/COMMENTS/FUTURE AGENDA ITEMS

Director Washington gave kudos to the board of directors and District staff for staying on task and taking care of District business. He also asked for consideration for the District to participate in the Armed Forces Appreciation Day Parade on September 21st.

VP Stewart – stated his support and gave thanks to Kelly Carden for running for 2nd District Supervisor.

Director Webb – expressed appreciation for Kelly Carden coming to the District meeting and also gave a brief report regarding a PFAS seminar he recently attended. He encouraged the community to consider officiating local youth sports.

President Glennan – Encouraged Mr. Carden to attend the Board of Supervisor meetings in Bakersfield to help understand what the issues the County is facing now.

GENERAL COUNSEL UPDATE

John Komar, Esq

No report.

GENERAL MANAGER UPDATE

Kim Domingo is setting up a field trip to Mecca to see the facility that is currently accepting the leachate from Chaquita Canyon and is encouraging two Directors to attend.

DIRECTOR OF ADMINISTRATION UPDATE

Sherri Timm reported RCSD served 119 notices of disconnections to severely delinquent accounts on August 15th and delivered only 85 door hangers on August 25th. Staff collected \$7579.17 in late fee penalties.

PUBLIC WORKS UPDATE

John Houghton reported Public Works is working to reduce the amount of water loss RCSD experiences. This is a new State requirement that must be met by 2028. In many cases, the loss is a result from water being stolen at hydrants.

ADJOURNMENT

A motion to adjourn the meeting at 6:37 PM was made by VP Stewart and seconded by Director Webb.

Motion passed 5/0, all ayes.

*Rosamond Community Services District
Regular Board Meeting – Minutes
Wednesday, August 28, 2024 @ 6:00PM*

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Respectfully Submitted:

RCSD Board of Directors

RCSD Board Secretary

STAFF REPORT

Rosamond Community Services District

DATE: September 18, 2024

TO: Board of Directors

FROM: Kim Domingo, General Manager

Subject: Approval of Amendment to Water Service Agreement with Sierra Creek Apartments, LLC

RECOMMENDATION:

Approve the Amendment to the Water Service Agreement with Sierra Creek Apartments LLC and Authorize the General Manager to Execute and Finalize upon full accounting of administrative costs.

BACKGROUND:

In order for a developer to improve parcels for a constructed project, an acknowledgement is required from the utilities that the project will be served by those utilities. The District provides water and sewer services for customers within the District, and a will-serve letter serves as that acknowledgment. During the period which the District was obtaining water rights for future development, the District required proposed developments to enter into an agreement to provide water services. This was done to recoup District costs to pursue, secure and finance the purchase of water rights required to provide service to the developments.

The agreement typically required a non-refundable deposit and the balance of fees to be paid within a fixed period of time. However, the agreement did not contemplate the development not moving forward and a refund request. The purpose of the non-refundable deposit was to provide the District with funds to procure the needed water rights. The rights the District obtained can be used to accommodate other developments and the non-refundable deposit can be refunded less administrative costs.

ANALYSIS:

On May 9, 2022, the developer of the Sierra Creek Apartments project entered into a Water Service Agreement with the District. The attached agreement indicates the water service would be provided under the following terms:

- 248 Apartment Units requiring a water right of 59.52 AFY.
- The total Water Acquisition Fee payment to the District for these rights at \$13,000 per AFY is \$773,760.
- The non-refundable portion of the Water Acquisition Fee is \$100,000.

On July 24, 2024, the Board authorized the refund of \$673,760 which is the total fees paid less the \$100,000 non-refundable portion.

The developer has requested the Board refund the remaining fees less administrative costs. Staff has determined this request is reasonable given the intent of the non-refundable portion providing the initial funds for water rights acquisition. Since the developer is relinquishing any claim to the water rights through the District, the refund less administrative costs could be returned to the developer. The attached Amendment to the Agreement provides for the remaining refund.

FISCAL REVIEW:

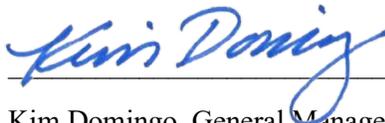
Administrative costs have not yet been fully invoiced. Staff will collect the data when available and apply it against the refund.

LEGAL REVIEW:

None

CONCLUSION:

Since the Water Availability Fee is related to adjudicated water rights, refund of the fees frees up the reserved water for other potential developments. The administrative costs will be deducted from the remaining refund.



Kim Domingo, General Manager



Sherri Timm, Director of Administration

ATTACHMENTS:

Amendment to Water Service Agreement

AMENDMENT TO AGREEMENT TO PROVIDE WATER SERVICE

THIS AMENDMENT TO AGREEMENT TO PROVIDE WATER SERVICE (“Amendment”) is made on this 18th day of September, 2024 (the “Effective Date”) by and between Rosamond Community Services District, a public body, corporate and politic (the “District”) and SC Apartments, LLC, a California limited liability company (the “Developer”).

RECITALS

WHEREAS, District and Developer entered into that certain Agreement to Provide Water Service dated May 19, 2022 (“Agreement”) in connection with Developer’s planned development the Sierra Creek Apartment Project (the “Project”); and

WHEREAS, under the Agreement, Developer was required to participate in District’s Water Acquisition Program in order for the District to acquire water sufficient to supply the Project; and

WHEREAS, Developer’s participation in the Water Acquisition Program required it to make certain payments to the District, including a non-refundable deposit of \$100,000; and

WHEREAS, the Agreement did not contemplate the potential that the Project would not proceed and that the Developer would have no need to participate in the Water Acquisition Program; and

WHEREAS, Developer and District desire to amend the Agreement to contemplate that the Project may not proceed and that Developer may not need to participate in the Water Acquisition Program.

AGREEMENT

NOW THEREFORE, in consideration of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, District and Developer, intending to be legally bound, agree as follows:

1. Recitals. The parties agree and acknowledge the Recitals above are true and correct, and the Recitals are incorporated in this Amendment, and thereby in the Agreement, by this reference.
2. Section 2.2(a). Section 2.2 of the Agreement is amended in its entirety to read as follows:
 - a.) \$100,000 down payment. Should Developer not proceed with the Project and therefore have no need to participate in the Water Acquisition Project, the down payment shall be refundable less any and all costs incurred by the District in connection with Agreement, including but not limited to actual expended monies, staff time, and legal expenses.

3. Miscellaneous. Except as otherwise provided for in this Amendment, the Agreement shall remain in full force and effect. Unless otherwise provided herein, all defined terms shall have the same meaning as ascribed to such terms in the Agreement. In the event of any conflict or inconsistency between the terms of this Amendment and the Agreement, the terms of this Amendment shall govern and control. This Amendment may be executed by electronic means and in any number of counterparts, any of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. This Amendment shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories and shall have been delivered to all parties. The parties understand, acknowledge and agree that execution and delivery of this Amendment by electronic means or as a “.pdf” shall be deemed for all purposes to be enforceable as an original.

4. Warranties and Representations.
 - a. District has all requisite power and authority to execute this Amendment, to enable District to execute and deliver this Amendment, and to perform District’s obligations under this Amendment. The execution, delivery and performance by District of this Amendment has been duly authorized by all requisite action on the part of District. The execution and delivery by District of this Amendment will not conflict with, or result in a breach or violation of, or constitute a default under any agreement of District relating to indebtedness for money borrowed or, to the best of District’s knowledge, will not conflict with, or result in a breach or violation of, or constitute a default under any applicable law.

 - b. Developer has all requisite power and authority to execute this Amendment, to enable Developer to execute and deliver this Amendment, and to perform Developer’s obligations under this Amendment. The execution, delivery and performance by Developer of this Amendment has been duly authorized by all requisite action on the part of Developer. The execution and delivery by Developer of this Amendment will not conflict with, or result in a breach or violation of, or constitute a default under any agreement of Developer relating to indebtedness for money borrowed or, to the best of Developer’s knowledge, will not conflict with, or result in a breach or violation of, or constitute a default under any applicable law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of Effective Date.

DISTRICT:

Rosamond Community Services District

By: _____
Name: Kim Domingo
Title: General Manager

DEVELOPER:

SC Apartments, LLC, a California limited liability company

By: _____
Name:
Title:

STAFF REPORT

Rosamond Community Services District

DATE: September 18, 2024
TO: Board of Directors
FROM: Kim Domingo, General Manager
Subject: Approve Task Order 2024-2 (QK) with QK for Easement Acquisition and Survey Services Related to the Arsenic Consolidation Project

RECOMMENDATION:

Approve Task 2024-2 (QK) with QK for Easement Acquisition and Survey Services Related to the Arsenic Consolidation Project and Authorize the General Manager to Execute.

BACKGROUND:

On June 17, 2020, the District entered into a grant agreement with the State Water Resources Control Board (SWRCB) for the construction of the Arsenic Regional Consolidation Project. The project involves the consolidation of several small water systems with the District's water system, including Rosamond High School. The \$9.7 million grant provides for planning, design and construction of the water pipelines that will connect the small water systems.

On April 27, 2022, The District entered into an agreement with QK for survey services related to the planning and development of the Arsenic Consolidation Project, using the consultant's form of agreement. QK provided survey and easement document preparation services for the initial alignment and design. The District retained a real estate consultant specializing in easements and has been working with QK to secure the alignment. On April 12, 2023, your Board authorized your General Manager to negotiate and execute easements benefiting the project, but the process had been slow due to the number of easements required, the difficulty in locating owners and the design challenges. Changes to the original alignment have been required due to some property owners declining to grant necessary easements. Additionally, the District and the State have been approached by South Kern Unified School District to include the design of the Rosamond High School water system connection in the Consolidation Project. The State has agreed that this work would qualify under the grant.

On October 11, 2023, the District entered into a Master Services Agreement and Task Order 2023-1 (QK) with QK for additional survey services after the SWRCB indicated that grant funds could be used for the additional survey services to secure the necessary pipeline alignments. The work under this task order has been completed.

On June 12, 2024, The District approved Task Order 2024-1 (QK) with QK for additional easement acquisition and survey services for the project, again with the assurance that the services qualified for reimbursement with grand funds. The work under this task order has been completed.

Proposed Task Order 2024-2 provides the additional survey services that include additional topography for the water system connection design to Rosamond High School as well as additional easement work needed for the project which were not included or contemplated in the previous task order.

CEQA ANALYSIS:

The California Environmental Quality Act findings have already been determined and a Mitigated Negative Declaration has been adopted.

FISCAL REVIEW:

This action will result in an additional survey cost of \$14,070 to the project. The grant agreement with the SWRCB reimburses the District for design costs, so no direct cost to the District. There will be minimal administrative costs by District staff, but these are also reimbursable.

LEGAL REVIEW:

Counsel and the General Manager have negotiated this Task Order using the District's Master Services Agreement template.

CONCLUSION:

Staff recommends approval of the agreement and Task Order.



Kim Domingo, General Manager



Sherri Timm, Director of Administration

ATTACHMENTS:

Task Order 2024-2 (QK)

Attachment A

TASK ORDER 2024-2 (QK)

This Task Order is made this 18th day of September, 2024, by and between the parties per the terms and conditions set forth in the Master Services Agreement executed between the parties with the effective date of October 11, 2023 ("Agreement"), which incorporated this Task Order by reference.

1. The Consultant Contract Number for this Task Order is _____. The Consultant Job Number for this Task Order is _____. The Consultant Contract Number and Job Number shall be referenced in each invoice submitted by Consultant to District under this Task Order.

2. The Services to be performed by Consultant under this Task Order are as follows:

Additional Survey and Easement Acquisition Work on the Arsenic Consolidation Project in accordance with the attached proposal dated August 16, 2024.

3. The Project Schedule is as follows:

In accordance with the attached proposal dated August 16, 2024.

4. The Compensation to be paid to Consultant for the performance of the Services under this Task Order is set forth as follows (appropriate rate sheet attached herein):

Time and materials not to exceed \$14,070 in accordance with the attached proposal dated August 16, 2024.

5. Deliverables to be provided under this Task Order are as follows:

Miscellaneous documents related to easement acquisition and topographic mapping as described in the attached proposal dated August 16, 2024.

DISTRICT

CONSULTANT

Kim Domingo, General Manager

Amber Aguayo, CFO/COO

Date

Date



August 16, 2024

Kim Domingo
General Manager
Rosamond Community Services District
3179 35th Street West
Rosamond, CA 93560

Subject: Proposal for Additional Work on the Arsenic Mitigation for Rosamond Community Services District Project for Staking on Property line for APN 375-083-10 along the South side of Gobi Avenue, File Corner Record and Dip the SSMHs at the High School Located on 30th Street West and Rosamond Blvd

Dear Kim:

QK is pleased to provide this proposal to the Rosamond Community Services District (District) for assistance with the additional work needed to complete your Arsenic Mitigation Project located in Rosamond, California. This proposal contains a Project Understanding, Scope of Services, Schedule, Scope & Fee Summary, Exclusions and Assumptions, and a request for Authorization.

BACKGROUND/PROJECT UNDERSTANDING

The proposed pipeline project will be crossing a multitude of parcels and easements will be needed to construct and maintain the pipeline. The properties were identified by Assessor's Parcel Numbers (APNs) in a spreadsheet along with maps depicting three zones where the work will take place provided by the District. We understand that the current goal is to continue to provide legal descriptions and exhibits for the acquisition of the pipeline easements as well as attend meetings and prepare exhibits for the team. QK has been supporting the easement acquisition process being performed by Hamner Jewel & Associates (HJA) and will continue to do so as the various landowners either sign the documents or refuse to do so which causes possible re-design and additional acquisitions. For the purposes of this scope and fee, we expect that the District, the District's Real Estate Acquisition consultant (HJA), and the District's attorney will be taking the lead in the easement acquisition process.

APPROACH/SCOPE OF SERVICES

The following scope of services has been developed based on our understanding of the project as well as the stated objectives communicated by the emails received and meetings held with the District, HJA, and the District's consulting engineers GEI. Fees associated with the tasks identified in the Scope of Services section described herein are shown in the Scope & Fee Summary of this proposal.

TASK 1.0 ASSISTANCE DURING ACQUISITION PROCESS

QK will coordinate with the District, GEI, and HJA to address questions that may arise while obtaining the easements for each of the parcels. This task includes bi-weekly team meetings. Additional field surveying is included as needed and specific areas have now been identified that require limited boundary surveying to stake the property line/centerline of Gobi Avenue in front of APN 375-083-10. We will also dip the sanitary sewer manholes (SSMH) from just north of the intersection of Echo Drive and 30th Street West and south along the West side of Rosamond High School on 30th Street West and add to the existing topographic survey performed previously. Prior to the field work, we will coordinate with the District for access to said SSMHs.

Subtask 1.1 Boundary Survey - Stake Centerline of Gobi at APN 375-083-10

QK will perform a limited boundary survey to be used for staking the centerline of Gobi Avenue for the APN 375-083-10, also being Parcel 2 of Parcel Map 6558. The following items will be included:

- Research recorded survey maps to determine which survey monuments will control the location of the boundary.
- Research recorded deeds of the subject property and adjacent properties to determine property boundaries.
- Perform field survey, collecting data on survey monuments.
- Post process field data and analyze accuracy and completeness of data.
- Use maps, deeds, and field data to resolve boundary of the centerline of Gobi.
- Quality Assurance/Quality Management (QAQC) review of files by a professional land surveyor.

Deliverable:

- Stake the centerline of Gobi Avenue in front of APN 375-083-10.

Exclusions and Assumptions:

- This scope does not include a Record of Survey which may be required pursuant to section 8762(b) of the California Business and Professions Code. If after performing the field survey and analyzing the data, if the survey determines that a Record of Survey is required by law, the client will be notified. A time and materials phase will be opened to account for production of the Record of Survey.
- The fee given for this task assumes that all survey monumentation needed to resolve the boundary can be observed in 1 field day. Should site conditions such as missing monumentation or traffic safety issues be encountered requiring additional field visits, the additional field time will be billed on a time and materials basis in accordance with the attached bill rate schedule.

Subtask 1.2 Corner Record

QK will complete the field survey to set any monuments of record that are missing and were used to establish the centerline of Gobi Avenue and file a Corner Record with the Kern County Surveyor’s Office.

Deliverable:

- Original stamped and signed Corner Record filed with the Kern County Surveyor’s Office

SCHEDULE

Task	Description	Duration
1.0	Assistance During Acquisition Process	90 business days
1.1	Boundary Survey - Stake Centerline of Gobi at APN 375-083-10	17 business days
1.2	Corner Record	17 business days
Total Duration		90 business days

SCOPE & FEE SUMMARY

Task	Description	Fee Type	Fee Amount
1.0	Assistance During Acquisition Process	T&M	\$3,000
1.1	Boundary Survey - Stake Centerline of Gobi at APN 375-083-10	T&M	\$9,000
1.2	Corner Record	T&M	\$2,070
Total Estimated Fee			\$14,070

Notes:

1. Expenses for reproduction, mailing, mileage, etc. are billed separately per our attached Charge Rate Schedule.
2. All time-and-materials fees will be invoiced monthly based on the level of effort in terms of hours relative to our Charge Rate Schedule.
3. When a Task is set on a time-and-materials fee basis, it signifies that it is not possible to accurately predict the amount of work effort required typical of on-call type services. QK will work with the client to set expectations where applicable.
4. The Fee Estimate is good for a period of 90 days from the date of the proposal. After 90 days, the Fee Estimate is subject to change.

EXCLUSIONS AND ASSUMPTIONS

The following assumptions and limitations were made in the scoping of this proposal:

- Boundary and Topographic Survey is not included, except as described above on a limited basis.
- Construction Staking is not included, except as described above on a limited basis.
- Record of Survey is not included.
- Corner Records are not included, except as described above on a limited basis.
- Biological Monitoring is not included.
- Preliminary Title Reports are to be provided by the District.
- If it is determined that additional surveying services are required to provide sufficient information for the easements, QK will inform the District, and if approved, these surveying services will be completed on a time and materials (T&M) basis.
- This fee excludes any application fees, those fees associated with title company work such as preparation of Preliminary Title Report, and any fees of any kind.

AUTHORIZATION OF SERVICES

In order to authorize services described herein, please send us an Additional Services Amendment via a Task Order now that the Master Services Agreement has been approved. Typically, we can begin our services within three business days of the time authorization is received depending on client need and schedule constraints.

ADDITIONAL SERVICES

QK is a full-service firm that offers the following services if the need arises:

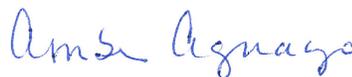
- Civil Design Engineering
- Construction Staking
- Biological Monitoring during Construction
- Construction Management
- Annexation Map and Legal

Thank you for the opportunity to propose on this project. If you have any questions or would like to discuss this proposal further, please contact Kristie Achee at (661) 616-2600. We look forward to continuing working with you on this important project.

Sincerely,



Kristie Achee, PLS
Sr. Project Manager



Amber Aguayo
CFO/COO

Enclosures: Charge Rate Schedule

cc: Garth Pecchenino, QK

P240504/220135.01
KMA/BW/AA

Charge Rate Schedule



2023 CHARGE RATE SCHEDULE

Current

TECHNICAL SERVICES	
Project Administrator	\$100 hour
Assistant CADD Technician / Assistant CADD Designer / GIS Technician	\$96 hour
Associate CADD Technician / Associate CADD Designer / Associate GIS Analyst	\$112 hour
Senior Associate CADD Technician/ Senior Associate CADD Designer / Senior Associate GIS Analyst	\$122 hour
Senior CADD Technician / Senior CADD Designer / Senior GIS Analyst	\$145 hour
Landscape Architect Technician	\$112 hour
PROFESSIONAL SERVICES	
Engineering	
Assistant Engineer	\$118 hour
Associate Engineer	\$150 hour
Senior Associate Engineer	\$175 hour
Project Engineer	\$195 hour
Senior Engineer / City Engineer / District Engineer	\$230 hour
Principal Engineer	\$275 hour
Planning / Environmental / Landscape Architecture	
Assistant Environmental Scientist	\$88 hour
Assistant Planner	\$100 hour
Associate Planner / Associate Environmental Scientist	\$121 hour
Senior Associate Environmental Scientist	\$140 hour
Senior Associate Planner	\$145 hour
Senior Environmental Scientist	\$173 hour
Senior Planner / Senior Landscape Architect	\$173 hour
Principal Planner / Principal Environmental Scientist	\$195 hour
Senior Principal Planner / Senior Principal Environmental Scientist	\$215 hour
Construction and Project Management	
Field Construction Observer	\$130 hour
Senior Field Construction Observer	\$152 hour
Assistant Construction Manager / Assistant Project Manager	\$121 hour
Associate Project Manager	\$139 hour
Associate Construction Manager / Associate Field Construction Observer	\$142 hour
Project Manager	\$146 hour
Senior Associate Construction Manager / Senior Associate Project Manager	\$163 hour
Senior Project Manager	\$187 hour
Senior Construction Manager	\$190 hour
Principal Construction Manager / Principal Project Manager	\$210 hour
Surveying	
Assistant Surveyor	\$113 hour
Associate Surveyor	\$130 hour
Senior Associate Surveyor	\$160 hour
Project Surveyor	\$178 hour
Senior Surveyor	\$190 hour
One-Person Survey Crew	\$155 hour
Two-Person Survey Crew	\$250 hour
Three-Person Survey Crew	\$350 hour
UAV Pilot	\$178 hour
UAV Flight Observer	\$130 hour

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit.

EXPENSES	
Plotting, Printing and Reproduction, Equipment Rental, Postage and Shipping	1.15 x Cost
Transportation and per diem (QK will provide documented evidence of business travel, travel outside of work areas shall be pre-approved by Client)	1.15 x Cost
Mileage	\$0.77/mile
Other Expenses – Including Subconsultants & Purchased Services through Subcontracts	1.15 x Cost

Rates are effective through December 31, 2023. If contract assignment extends beyond that date, a new rate schedule may be added to the contract. Expert Witness/ Litigation support will be billed as quoted.

Rates based on "Prevailing Wage" (PW) for Construction Surveying will be determined by project and County per California law.

12/20/2022

STAFF REPORT

Rosamond Community Services District

DATE: September 18, 2024
TO: Board of Directors
FROM: Kim Domingo, General Manager
Subject: Approval of Chassis Mounted Vacuum Hydro-Excavator Bid Documents and Authorize the Advertisements to Bid

RECOMMENDATION:

Approve the Chassis Mounted Vacuum Hydro-Excavator Bid Documents and Authorize the Advertisements to Bid.

BACKGROUND:

The current hydro excavator was purchased to primarily clean and maintain the sewer lines with a dual purpose of assisting with water system leak repairs. Over time, the equipment has been primarily utilized to repair water leaks, resulting in deferral of scheduled sewer flushing and cleaning.

On May 22, 2024, the Board adopted the FY 2024-2025 budget, which includes the purchase of a new chassis mounted vacuum hydro-excavator in the water capital budget, freeing the existing hydro-excavator for the exclusive use on the sewer system.

Because the value of this equipment exceeds \$60,000, it is required to be advertised and competitively bid. The attached bid documents provide for a “best-value” approach, giving the District leeway in selecting the proposal that is the most advantageous for the District. Staff will advertise the notice at the first available date, for two advertising instances, one week apart.

ANALYSIS:

The purchase of the new equipment will allow Public Works staff the flexibility to schedule and execute the Sanitary Sewer Maintenance Plan with certainty and provide for timely water leak repairs through orderly staff deployment.

FISCAL REVIEW:

The costs for the project are funded in the Capital Projects budget, with any necessary budget adjustments to be brought to the Board at the time of contract award.

LEGAL REVIEW:

N/A

CONCLUSION:

Approval is recommended. The full bid documents are on file in the District office.



Kim Domingo, General Manager



Sherri Timm, Director of Administration

ATTACHMENTS:

Bid Documents



Request for Proposals (RFP) 2024 Purchase of a Chassis Mounted Vacuum Hydro- Excavator

Notice Inviting Sealed Proposals (Bids), Bid Form, Contract Forms, and Specifications

**Rosamond Community Services District
3179 35th Street West
Rosamond, CA 93560**

Advertised: _____

Mandatory Pre Bid Job Walk: None

Bid Due/Opening: 2:00 p.m., October 15, 2024

September 2024

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SECTION 1
Notice Inviting Bids

A. Notice Inviting Sealed Proposals

Notice is hereby given that the Rosamond Community Services District ["District"] invites and will receive sealed proposals, for the purchase of one (1) Chassis Mounted Vacuum Hydro-Excavator ["Hydro Excavator"].

Proposals shall conform to and be responsive to the Contract Documents for the equipment.

Copies of the Contract Documents are on file and may be examined in the office of the District located at the address below, or on the District website at <https://www.rosamondcsd.com/departments/engineering-planning>.

General Description. This RFP constitutes an invitation to bid for the acquisition of one (1) Hydro-Excavator meeting the minimum specifications listed in Section 4, by means of purchase arrangement. Bidders are cautioned that the Public Works Director is the sole point of contact for the District during this process. Any oral statement by any representative of the District modifying or changing any conditions of this RFP is an expression of opinion only and confers no right upon the bidder.

If additional information is needed to interpret this RFP, written questions will be accepted not later than five (5) calendar days prior to bid opening by:

John Houghton
Public Works Director
3179 35th Street West
Rosamond, CA 93560

PHONE: (661) 256-3411
FAX: (661) 256-2557
EMAIL: jhoughton@rosamondcsd.com

B. Bid opening is scheduled in the District Board Room, 3179 35th Street West, Rosamond, CA 93560, 2:00 PM on October 15, 2024.

MARK ENVELOPE: "HYDRO-EXCAVATOR"

**RETURN BID TO: ROSAMOND COMMUNITY SERVICES DISTRICT
ATTN: GENERAL MANAGER
3179 35TH STREET WEST
ROSAMOND, CA 93560**

The District appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for award, and shall be considered void.

C. Mandatory Pre-Bid Conference. None.

D. Proposal Requirements. Each proposal shall be sealed and delivered to the District at the location designated in this notice at or before the time in this notice provided.

E. Award. It is intended that the award contemplated in this RFP will be made at the regular Board meeting on Wednesday, October 23, 2024. If you have questions about whether the bid has been awarded, please contact Kim Domingo, General Manager, at the address above or by phone at (661) 256-5807.

SECTION 2 Instructions to Bidders

A. General

1. The bid price shall be the maximum price to be paid by the District. All prices quoted shall include taxes. Bidders are reminded that the District is exempt from all Federal Excise Taxes. All invoices and correspondence shall show the number of the purchase order issued to the bidder awarded the contract.
2. All materials and auxiliary equipment shall meet the minimum requirements of the specifications (Exhibit C). Materials shall be from new stock, delivered in good condition. No damaged items will be accepted. The District reserves the right to determine whether the materials or equipment specified by any bidder is or is not approved equal to items herein specified.
3. No bids shall be accepted unless submitted on forms furnished by the District in this RFP.
4. The envelope used to return the bid to the District must be plainly marked with the item bid upon and the date and time of bid opening.
5. The District reserves the right to determine the best bid considering price, quality, warranty and delivery within specified time limit. Time of delivery and warranty will be an important consideration.
6. The District reserves the right to reject any or all bids and to waive any informality in any bid.
7. Each proposal shall be submitted on a form furnished (Exhibit C) as part of the Contract Documents.
8. The successful bidder shall furnish the District with all technical information on item listed in the specifications of this bid.
9. Equipment delivery shall be F.O.B. Rosamond Community Services District, 3179 35th Street West, Rosamond, California 93560.
10. The vehicle and/or equipment must comply with the current State and Federal regulations, including the California Air Resources Board. All equipment must be legal to use on Federal and State Highways, must conform in all respects to the State of California Industrial Safety Orders and the Motor Vehicle Code and The California Highway Patrol regulations.
11. The vendor shall guarantee that the vehicle meets the minimum requirements set forth herein. If it is found that the vehicle delivered does not meet the minimum requirements of this specification, the vendor will be required to correct the same at vendor expense.
12. All equipment cataloged as standard, or as required by State and Federal regulations, shall be furnished with vehicle whether or not it is listed in this specification at no additional cost.

13. The specification intended for use in the purchase of a completed vehicle unit and all equipment and accessories necessary for the safe operation of the vehicle shall be provided. All parts, equipment and accessories shall be completely installed, assembled and/or adjusted as required, and shall conform in strength, quality of materials and workmanship to recognized industry standards. Should the specifications conflict with any State or Federal regulations, bids shall reflect the more stringent regulation.
 14. The manufacturer's regular warranty shall be furnished on each vehicle called for in the bid.
 15. Bids must be valid no less than forty five (45) days after the date of bid opening.
 16. The specifications are intended to describe the type, size and quality of equipment, which will best meet the requirements of the District. It is not intended to favor any one brand or make. The mention herein of any particular name of equipment or material merely serves to specify the quality of general type that is required.
 17. The term "heavy duty" as used in the specifications shall mean that the item to which the term is applied shall meet the quality, or capacity supplied with standard production vehicles; and it shall be able to withstand unusual strain, exposure, temperature, wear and use.
- B. Bid Submission. Bids must be submitted on the forms included for that purpose in this packet (Section 5). Bids shall be placed in a sealed envelope and appropriately signed by a person having the authority to bind the firm in a contract. The bid title shall be marked clearly on the outside. **Elaborate binding or binders are discouraged. FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED.**
- C. Late Bids. All bids must be received at the District before the bid opening date and time. Bids received at the District after the submission deadline will be considered void and unacceptable. The District is not responsible for late or non-delivery of mail, carrier, etc., and the date/time received by the District Office will be the official time of receipt.
- D. Altering Bids. A bid that has been opened may not be changed for the purpose of correcting an error in the bid price (including, without limitation, any error in the proposed interest rate or in any proposed fees, charges, and/or expenses). Any alteration, or erasure in the bid must be initialed by the signer of the bid.
- E. Withdrawal of Bids. All responses to this RFP must state that the bid is valid for a period of time not less than forty five (45) days following the date designated for the receipt of bids. The lapse in a bid's validity due to the expiration of the time period stated in the bid may result in the award of a contract to another bidder whose bid is still valid at the time of the award.
- F. Bid Compliance and Responsiveness. The District will review all bids for responsiveness and compliance with this RFP. Failure to comply with any requirement of this RFP may result in rejection of your bid.

- G. Best Value. The District will award the contract sought by this RFP either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the District. In determining the best value, the District may consider:
1. The purchase price;
 2. The reputation of the bidder and the bidder's goods or services;
 3. The quality of the bidder's goods or services;
 4. The extent to which the goods or services meet the District's needs;
 5. The bidder's past relationship with the District;
 6. The total long-term cost to the District to acquire the bidder's goods or services; and
 7. Any relevant criteria specifically listed in this RFP.
- H. Addenda. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this RFP. Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in the District. Addenda will be posted on the District website. Bidders shall acknowledge receipt of all addenda. It is the bidder's responsibility to review the website for any addenda.
- I. Ethics. The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the District.
- J. Exceptions/Substitutions. Bidders taking exception to any provisions of this RFP or offering substitutions shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the provisions of this RFP. The District reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the District.
- K. Compliance with Law. Bids and bidders must comply with all federal, state, city and local laws concerning the services and agreements specified.
- L. Minimum Standards for Responsible Bidders. A prospective bidder must affirmatively demonstrate responsibility and must meet the following requirements:
1. Have adequate financial resources, or the ability to obtain resources required;
 2. Be able to comply with the required or proposed delivery schedule;
 3. Have a satisfactory record of performance;
 4. Have a satisfactory record of integrity and ethics;
 5. Be otherwise qualified and eligible to receive an award.

The District may request clarification or other information sufficient to determine bidder's ability to meet these minimum standards listed above. Failure to respond to such requests shall be cause for removal from consideration.

- M. Documentation Required. The bidder must provide with the bidder's response (Bid Form) to this RFP all documentation and required submissions required by this RFP. Failure to provide information specifically requested may result in rejection of your bid.
- N. Notice. Any notice required by this RFP or by law to be given to the successful bidder by the District shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Rosamond, CA, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address provided by the bidder in response to this RFP; provided this shall not prevent the giving of actual notice in any other manner.
- O. Equal Employment Opportunity. Attention to the bidder is particularly called to the requirement for ensuring that employees, and applicants for employment, are not discriminated against because of their race, color, national origin, ancestry, religion, disability, marital status, political affiliation or gender. Such affirmative action shall include, but not be limited to, the employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. It is understood and agreed that the vendor shall comply with all requirements, when applicable, of the California Fair Employment Practices Commission and provisions, where applicable, of all Federal, State of California, County of Kern laws and ordinances, in performance of fulfilling this agreement.
- P. Labor Laws. The vendor and all suppliers and contractors, shall comply with all District, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices.
- Q. Laws to be Observed. The vendor shall give all notices and comply with all prevailing Federal, State and Local laws, ordinances and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the District against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees and subcontractors.
- R. Release of Information. The responders to any inquiry or bid request shall state any restrictions on the use of data contained in their responses. Proprietary information will be handled in accordance with applicable law, regulations and policy of this jurisdiction. By submitting a bid in response to this RFP, the bidder agrees that any information not clearly marked as proprietary is not confidential and may be publicly released. The District is subject to the California Public Records Act (California Government Code §§ 6250 through 6276.48) and any and all agreements awarded pursuant to this RFP and any other documents related thereto will be public information.
- Bidder further agrees that the amounts of other fees and charges proposed in response to this RFP are all public information and bidder consents to the release of such information to the public.
- S. Costs of Bid. All costs incurred directly or indirectly relating to the preparation of a bid, or to the preparation of any oral or written clarification of a bid which the District may request, shall be the sole responsibility of the bidder.

SECTION 3 Special Instructions and Terms

- A. Experience Required. The firm selected must demonstrate experience in municipal purchasing and provide examples of purchases with agencies similar to the District.
- B. The purchase agreement resulting from this RFP is expected to be a “net” transaction under which insurance, maintenance, and taxes on the purchased vehicles will be the responsibility of the District. All manufacturer’s guarantees and warranties will pass on to the District.
- C. Source of Funds. The District expects to make payments on amounts due under the purchase agreement from the District’s Water Fund which is funded by moneys collected from the District’s Water customers.
- D. Delivery date. The expected date of delivery for one (1) Hydro-Excavator is nine (9) months from the date of the award of the contract.
- E. Required Submissions. The following are required to be submitted with the bid:
 - 1. A statement of facts concerning the organization (Proposer’s Questionnaire), owner and officers of the bidding agency or firm, including related experience and references of current or recent purchase clients (Exhibit A).
 - 2. A statement of the amounts and types of insurance coverage that the bidder will require the District to obtain. The bid should also state any special, additional, or unusual insurance requirements, including, without limitation, any additional endorsements or additional policy provisions required by the bidder. The District reserves the right to reject any bid whose insurance requirements are deemed, in the sole discretion of the District, to be too expensive or otherwise onerous.
 - 3. A statement of all fees, charges, and expenses to be paid by the District, including without limitation any escrow fees.
 - 4. All Exhibits to this RFP, properly completed (Section 5).
- F. Proposal Review and Negotiation. In deciding which bid is the lowest, the District will consider the proposed fees, charges, and expenses to be paid by the District. The District may contact the apparent low bidder and require that bidder to submit all proposed purchase agreements and related documents to the District within two (2) business days of the request. The District will review all such documents for compliance with this RFP and with applicable California law. The District may negotiate with the apparent low bidder as necessary to make the document compliant with this RFP and fully binding and enforceable under California law. If the District and the apparent low bidder are unable to reach agreement as to the terms and conditions of all such documents, the District may proceed to negotiate with the next lowest bidder. If the District is unable to reach agreement with the next lowest bidder as to the terms and conditions of all such documents, the District may proceed to negotiate with the third lowest bidder and so forth until the District and a bidder are able to reach agreement or until District is unable to reach agreement with any of the bidders. If two or more low bids appear to be the same as to both the proposed total proposed fees, charges, and expenses to be paid by the District, the District reserves the right to select the bidder who offers terms that are, in the District’s best interest.

The District may reject any bid that fails to comply with the requirements of this RFP. The District may reject any bid that contains any documents, terms, conditions or provisions intended to be legally binding but that are not, in the opinion of the District's legal counsel, fully binding and enforceable under California law.

Accordingly, as an alternative to the above-described process, the District may select the lowest bidder whose bid (including, without limitation, the sample documents provided to the District as part of said bid) fully complies with this RFP and in which any and all documents, terms, conditions or provisions intended to be legally binding would be, in the opinion of District, fully binding enforceable under California law.

The District may require a bidder to submit any and all proposed agreements and other documents related to the transaction contemplated in this RFP in Microsoft Word document format (.doc). This will allow the District to review the documents and show any requested changes using the "track changes" function for ease and speed of review by both the bidder and the District.

- G. Approval. The District or designee will approve the purchase agreement and other agreements by action taken by the Board of Directors.
- H. Applicable Law and Venue. This RFP and any resulting agreement(s) will be governed by and construed according to the laws of the State of California. Venue for actions arising under this RFP or under any resulting agreement(s) shall lie exclusively in Kern County, California.

SECTION 4 **Minimum Equipment Specifications**

- A. General. It is the intent of this specification to obtain a Hydro-Excavator and all the necessary components suitable for the service demands of the Public Works Department. All equipment furnished shall be subject to approval by the District.

Where specifications for specific items are not included, manufacturer's standards are satisfactory or they are not applicable to this equipment.

- B. Legal Requirements. The equipment to be furnished shall meet these specifications, including all equipment accessories, and must comply with the requirements of 1) The California Vehicle Code, 2) The Federal Vehicle Safety Standards, 3) The California Industrial Safety Orders, 4) Federal and State Noise Pollution Standards, and 5) California Air Resources Board (CARB)

The District specifications listed in Exhibit C indicate the minimum acceptable requirements. **Please indicate in the "Yes" or "No" checkbox column to enable the District to properly evaluate the proposed equipment.** Bidder shall provide explanation of all "No" responses with attachment of additional sheet(s). The Manufacturer's Data listed will become part of the contract for award.

SECTION 5

BID FORM

PROPOSAL TO

ROSAMOND COMMUNITY SERVICES DISTRICT

FOR PURCHASE OF ONE (1) HYDRO-EXCAVATOR

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____

(Please include even if P.O. Box used)

CITY, STATE, ZIP _____

TELEPHONE NO: AREA CODE () _____

FAX NO: AREA CODE () _____

TO THE GOVERNING BODY OF THE

Rosamond Community Services District

Pursuant to and in compliance with your Notice Inviting Sealed Proposals (Bids) and the other documents relating thereto, the undersigned bidder, being fully familiar with the terms of the Contract Documents, local conditions affecting the performance of the contract, the character, quality, quantities, and scope of the work, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the contract, including all of its component parts and everything required to be performed, and to furnish any and all of the labor, material, tools, equipment, transportation, services, permits, utilities, and all other items necessary to perform the contract and complete in a workmanlike manner, all of the work required in connection with the completion of said work all in strict conformity with the plans and specifications and other contract documents, including Addenda Nos. ____, ____, ____, and ____, for the prices hereinafter set forth.

The Board of Directors of the Rosamond Community Services District reserves the right to reject any and all bids, and to waive any and all irregularities in any bid.

The work for which this proposal is submitted is for purchase of one (1) Hydro-Excavator in conformance with the Specifications, including any addenda thereto.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the ROSAMOND COMMUNITY SERVICES DISTRICT, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the District as therein set forth, and that he will take in full payment therefore the following prices, to wit:

EQUIPMENT PRICING

The bidder shall fill-out and submit the Equipment Pricing Form, part of Exhibit C of this contract document. This is a combined total for published options plus unpublished options.

PROPOSER'S QUESTIONNAIRE

See Exhibit A

NON-COLLUSION AFFIDAVIT

See Exhibit B

MINIMUM EQUIPMENT SPECIFICATIONS

See Exhibit C

REQUIRED SUBMISSIONS

This proposal shall NOT be complete unless all the information requested is provided by the proposer and is submitted with the proposal. Statements MUST be complete and accurate. Omissions, inaccuracy, or misstatement may be cause for rejection of a proposal.

EXHIBITS

PROPOSER'S QUESTIONNAIRE

1. Name of proposer: _____

2. Address of proposer: _____

3. Proposer intends to operate the business with which this proposal is concerned as a:

- _____ Sole Proprietorship
- _____ Partnership
- _____ Corporation
- _____ Joint Venture
- _____ Other, Explain:

EXPERIENCE STATEMENT

Enumerate in detail the duration and extent of your business experience with special emphasis on equipment leasing or sales.

REFERENCES

List three (2) persons or firms with whom you have conducted business transactions during the past three years.

Reference No. 1

Name: _____

Firm: _____

Address: _____

Telephone: _____

REFERENCES

Reference No. 2

Name: _____

Firm: _____

Address: _____

Telephone: _____

EXCEPTIONS AND SUBSTITUTIONS

Item No. 1 _____

Item No. 2 _____

Item No. 3 _____

Item No. 4 _____

I/We have read all proposal documents and submit this proposal to the Rosamond Community Services District.

Signature

Date

Rosamond Community Services District

Exhibit C

Intent	YES	NO
The intent of the specification is to define the minimum performance requirements for a chassis mounted vacuum hydro excavator. The unit shall simultaneously use high pressure water and vacuum generated by a positive displacement rotary lobe pump to excavate without damaging utilities while loading debris into the tank	<input type="checkbox"/>	<input type="checkbox"/>

General	YES	NO
In all cases the completed machine must conform to all federal, state, and local laws applicable to this type of equipment. All components of the machine shall be powered by the chassis engine. Bidders are required to state their compliance to these specifications by checking either yes or no after each line and listing ALL deviations, exceptions, and exclusions at the end of each section	<input type="checkbox"/>	<input type="checkbox"/>

Chassis	YES	NO
1 2024 or newer PETERBILT 567 chassis	<input type="checkbox"/>	<input type="checkbox"/>
2 The chassis shall have a PACCAX MX-11 engine	<input type="checkbox"/>	<input type="checkbox"/>
3 The chassis shall produce 445 HP	<input type="checkbox"/>	<input type="checkbox"/>
4 The chassis shall be current EPA and CARB compliant	<input type="checkbox"/>	<input type="checkbox"/>
5 The chassis shall be a vocational chassis approved for stationary continuous split-shaft PTO operation with a vocational hood	<input type="checkbox"/>	<input type="checkbox"/>
6 The chassis shall have a Allison 4500 RDS P automatic transmission	<input type="checkbox"/>	<input type="checkbox"/>
7 The minimum chassis frame strength shall be 110,000 PSI	<input type="checkbox"/>	<input type="checkbox"/>
8 The frame shall have an outer C- channel reinforcement	<input type="checkbox"/>	<input type="checkbox"/>
9 The front axle shall be 20,000 lb.	<input type="checkbox"/>	<input type="checkbox"/>
10 The rear axle shall be 46,000 lb.	<input type="checkbox"/>	<input type="checkbox"/>
11 The chassis shall have air conditioning	<input type="checkbox"/>	<input type="checkbox"/>
12 The chassis shall have an AM/ FM / WB radio	<input type="checkbox"/>	<input type="checkbox"/>
13 The cab shall have LED clearance lights	<input type="checkbox"/>	<input type="checkbox"/>
14 The cab shall have a 5 lb. fire extinguisher	<input type="checkbox"/>	<input type="checkbox"/>
15 The cab shall be painted factory white	<input type="checkbox"/>	<input type="checkbox"/>

Debris Tank	YES	NO
1 The debris tank shall be a true cylindrical tank constructed of ASTM A-572 Grade 50 Exten High Strength Steel 1/4" thick , NO EXCEPTIONS	<input type="checkbox"/>	<input type="checkbox"/>
2 The debris tank shall have a dished forward tank head and a dished rear door	<input type="checkbox"/>	<input type="checkbox"/>
3 The tank or rear door shall not have any flat surfaces,	<input type="checkbox"/>	<input type="checkbox"/>
4 The capacity of the tank shall be a minimum of 12 cubic yards useable	<input type="checkbox"/>	<input type="checkbox"/>
5 The material shall enter the tank through a top mounted air- backed debris chute to reduce wear.	<input type="checkbox"/>	<input type="checkbox"/>
6 The rear door shall be equipped with four independent, fully adjustable hydraulic locks	<input type="checkbox"/>	<input type="checkbox"/>
7 Each of the four tailgate locks shall operate with an independent hydraulic cylinder	<input type="checkbox"/>	<input type="checkbox"/>
8 The tailgate shall open / close with two hydraulic cylinders	<input type="checkbox"/>	<input type="checkbox"/>
9 The rear door shall have a full inside perimeter 1/2" stainless steel sealing ring and seal against a self compensating neoprene gasket	<input type="checkbox"/>	<input type="checkbox"/>
10 The tank shall be equipped with two automatic 12" stainless steel float ball shutoff valves mounted at the front of the debris tank	<input type="checkbox"/>	<input type="checkbox"/>

11	Dump controls shall be located on the curbside side forward of the tank assembly	<input type="checkbox"/>	<input type="checkbox"/>
12	The tank shall be mounted to a full length sub-frame unitized with the water storage tank to provide for resistance to twisting and distortion.	<input type="checkbox"/>	<input type="checkbox"/>
13	A forward mounted double acting, lift cylinder rated for 55,000 lbs., equipped with safety pilot check valve shall lift the tank to a 45 degree dump angle	<input type="checkbox"/>	<input type="checkbox"/>
14	All pivot points of the dump system shall have grease fittings.	<input type="checkbox"/>	<input type="checkbox"/>
15	The body pivot pin shall be the full width of the frame rails. It shall be 2" x 40" to prevent the body from twisting during dumping	<input type="checkbox"/>	<input type="checkbox"/>
16	The entire body pivot pin shall rotate inside a bearing tube	<input type="checkbox"/>	<input type="checkbox"/>
17	Tailgate shall hinge at the top and be fully adjustable with 1-3/4" positioning bolts with bronze bushing pivot surface	<input type="checkbox"/>	<input type="checkbox"/>
18	No hydraulic components shall be located inside the debris tank	<input type="checkbox"/>	<input type="checkbox"/>
19	The debris body and tailgate door shall have an air acutated safety prop.	<input type="checkbox"/>	<input type="checkbox"/>
20	Every lift or push point on the truck shall be reinforced with steel poison plates on it to distribute the forces. The areas reinforced shall include: Entire long member of collector body, body dump cylinder mounts, tailgate hinges and lift cylinder mounts on body, tailgate locking cylinder mounts, body safety prop holder, and rear mount boom	<input type="checkbox"/>	<input type="checkbox"/>
21	DRAIN AT BOTTOM OF TAILGATE - 6" BUTTERFLY VALVE	<input type="checkbox"/>	<input type="checkbox"/>
22	The debris tank shall have a stainless steel debris level indicator mounted on the tailgate	<input type="checkbox"/>	<input type="checkbox"/>
23	An interior filter screen shall be mounted on the 6" drain valve at the bottom of the tailgate	<input type="checkbox"/>	<input type="checkbox"/>
24	A ladder shall be mounted to the curbside of the debris tank	<input type="checkbox"/>	<input type="checkbox"/>
25	An electric vibrator shall be mounted at the bottom rear of the debris tank	<input type="checkbox"/>	<input type="checkbox"/>
26	A 4" brass knife valve with cylinder style pneumatic actuator shall be mounted half way up the tailgate		
27	The body inlet cannon shall have a 12" cleanout door mounted on the top and a 4" rear cleanout door	<input type="checkbox"/>	<input type="checkbox"/>

Water Storage Tank		YES	NO
1	To ensure optimal center-of gravity and eliminate the possibility of leaks and subsequent pump cavitation, the water storage shall be in a single tank design	<input type="checkbox"/>	<input type="checkbox"/>
2	The tank shall be mounted at and above the chassis frame rails to provide a flooded inlet for the water pump and for protection from road debris damage and off road applications	<input type="checkbox"/>	<input type="checkbox"/>
3	The tank shall be cylindrical in design and constructed of 3/16" thick ASTM A-240 Type 304L stainless steel with stainless steel dished heads and have a capacity of 1,000 U.S. Gallons. NO EXCEPTIONS	<input type="checkbox"/>	<input type="checkbox"/>
4	The tank shall be equipped with a fill system using standard fire hose fittings, an approved anti - siphon air gap, and be plumbed to the curb side of the unit.	<input type="checkbox"/>	<input type="checkbox"/>
5	The tank shall have a 20" top mounted port for access and inspection	<input type="checkbox"/>	<input type="checkbox"/>
6	The tank shall be mounted to a full length sub frame, unitized with the debris tank to provide for resistance to twisting and distortion.	<input type="checkbox"/>	<input type="checkbox"/>
7	The tank shall have Lifetime warranty against rust, corrosion, distortion or cracking No Exceptions	<input type="checkbox"/>	<input type="checkbox"/>

8	A 2" drain valve shall be mounted on bottom of the tank	<input type="checkbox"/>	<input type="checkbox"/>
9	A 3" water supply line with a stainless steel screen shall be installed on the water tank inlet fill line	<input type="checkbox"/>	<input type="checkbox"/>
10	The tank shall be equipped with stainless steel baffles	<input type="checkbox"/>	<input type="checkbox"/>

Vacuum System		YES	NO
1	The vacuum system shall incorporate a rotary positive displacement vacuum pump with a capacity of 3,850 CFM air flow and 27" Hg of pure vacuum. NO EXCEPTIONS	<input type="checkbox"/>	<input type="checkbox"/>
2	The chassis engine shall provide the power for the vacuum pump, with vibration isolation mounts installed at the vacuum pump and transfer case. No auxillary engine shall be allowed.	<input type="checkbox"/>	<input type="checkbox"/>
3	BODY MOUNTED DUAL CYCLONES, 10-MICRON FINAL FILTER, AND DRIVER'S SIDE MOUNTED SILENCER(S) UPGRADE FOR REAR MOUNT BOOM VHE. INCLUDES UPGRADED BODY LIFT CYLINDER AND BLOWER DRIVESHAFT COVER	<input type="checkbox"/>	<input type="checkbox"/>
4	The cyclone separator shall have quick removal cleanout and inspection ports on both the air inlet and air exit points on the top of the unit	<input type="checkbox"/>	<input type="checkbox"/>
5	A full opening dump valve shall be installed at the bottom of each cyclone.	<input type="checkbox"/>	<input type="checkbox"/>
6	Accessible from ground level, a safety filter housing with full opening door shall be mounted between the cyclone separators and the vacuum pump with a removable, washable, polyester cartidge filter element capable of stopping any particle larger than the clearance of the vacuum pump lobes NO EXCEPTIONS	<input type="checkbox"/>	<input type="checkbox"/>
7	The vacuum pump will be direct coupled to the transfer case gearbox without the use of belts or intermediate hydraulic or hydrostatic components.	<input type="checkbox"/>	<input type="checkbox"/>
8	Blower shall be mounted on four 3-1/2" rubber vibration isolation mountes	<input type="checkbox"/>	<input type="checkbox"/>
9	A means of starting, stopping and varying the vacuum suction from operator station at the curbside of the machine must be provided	<input type="checkbox"/>	<input type="checkbox"/>
10	An external air operated 6" vacuum relief valve controlled from the operator panel and shall be installed prior to the vacuum pump inlet	<input type="checkbox"/>	<input type="checkbox"/>
11	A discharge silencer shall be installed with a rain cap and low point drain	<input type="checkbox"/>	<input type="checkbox"/>

Water Pump System		YES	NO
1	The water pump shall run independently of the vacuum pump and be equipped with a pressure regulator.	<input type="checkbox"/>	<input type="checkbox"/>
2	WATER PUMP SHALL BE A TRI-PLEX HIGH PRESSURE WATER PUMP, HYDRAULICALLY DRIVEN VIA AUTO TRANSMISSION PTO, SHALL MEET A MEASURED FLOW OF 13 GPM @ 3,000 PSI @ 1400 ENGINE RPM MEASURED AT THE HX LANCE	<input type="checkbox"/>	<input type="checkbox"/>
3	The water system shall include low point drain valves to prevent freezing of pipes in cold weather.	<input type="checkbox"/>	<input type="checkbox"/>

4	The air pressure shall be plumbed from the chassis air brake system and include a one – way check valve to prevent air brake contamination.	<input type="checkbox"/>	<input type="checkbox"/>
5	An air purge system will be included to clear the liquids from the water lines and prevent freezing	<input type="checkbox"/>	<input type="checkbox"/>
6	A 100' x 1/2" hose reel for the hydro excavation circuit shall be mounted on the curbside to the rear of the cab	<input type="checkbox"/>	<input type="checkbox"/>
7	A 3/8" by 5' hydro excavating lance with a 6' extension, 3/8" quick connects, and a rotating hydro excavation nozzle will be included	<input type="checkbox"/>	<input type="checkbox"/>

Vacuum Loading Boom		YES	NO
1	The boom shall be mounted on the rear of the debris tank, be of a tube-in-tube style, 8" in diameter, and must have a boom docking saddle to provide a boom rest and curbside docking of the boom for transit.	<input type="checkbox"/>	<input type="checkbox"/>
2	The rear rear mounted boom must be able to pivot downward 15-Degrees minimum to reduce the boom lifting height when working under utilitie lines	<input type="checkbox"/>	<input type="checkbox"/>
3	A boom hose docking port shall be installed to secure the end of the boom hose for transit	<input type="checkbox"/>	<input type="checkbox"/>
4	The boom shall be equipped with two hydraulic lifting cylinders with a minimum of 4" bore, 10" stroke, 2" diameter cylinder rods.	<input type="checkbox"/>	<input type="checkbox"/>
5	The rear mounted boom rotation shall be accomplished via hydraulic worm gear rotation and traverse in a 270 degree arc across the work area. Boom rotation via chain and sprocket drive or hydraulic cylinders is unacceptable due to excessive wear and maintenance	<input type="checkbox"/>	<input type="checkbox"/>
6	The boom shall be powered hydraulically up/down, left / right, and in /out, with controls located at the operator control panel and wireless control.	<input type="checkbox"/>	<input type="checkbox"/>
7	The rear mounted boom shall be equipped with a hydraulic powered true telescoping section of 8 feet with a 17-foot retracted and a total extended length of 25 feet from the centerline of the unit.	<input type="checkbox"/>	<input type="checkbox"/>
8	Please state the total extended length of the boom from the centerline of the truck	_____ Feet	

Curbside Control Panel Shall Include		YES	NO
1	Engine tachometer	<input type="checkbox"/>	<input type="checkbox"/>
2	Transfer Case hour meter	<input type="checkbox"/>	<input type="checkbox"/>
3	Water pump engagment control	<input type="checkbox"/>	<input type="checkbox"/>
4	Hydraulic pressure gauge	<input type="checkbox"/>	<input type="checkbox"/>
5	Vacuum gauge	<input type="checkbox"/>	<input type="checkbox"/>
6	Water pressure guage	<input type="checkbox"/>	<input type="checkbox"/>
7	Chassis engine throttle control	<input type="checkbox"/>	<input type="checkbox"/>
8	Water level display on control panel	<input type="checkbox"/>	<input type="checkbox"/>
9	Low water alarm	<input type="checkbox"/>	<input type="checkbox"/>
10	Boom controls	<input type="checkbox"/>	<input type="checkbox"/>
11	Water pressure and flow control - Pneumatically operated multi flow system	<input type="checkbox"/>	<input type="checkbox"/>
12	Control panel light	<input type="checkbox"/>	<input type="checkbox"/>
13	Vacuum relief valve switch	<input type="checkbox"/>	<input type="checkbox"/>

14	PANIC button (Red Mushroom) to de-energize water flow valve and relieve vacuum	<input type="checkbox"/>	<input type="checkbox"/>
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List ALL Deviations, exceptions, exclusions

Hydraulic System		YES	NO
1	The hydraulic system shall have a minimum capacity of 65 U.S. Gallons and be equipped with a level sight eye and thermometer	<input type="checkbox"/>	<input type="checkbox"/>
2	The return line shall be equipped with a 12 micron absolute spin on filter and the suction line shall be equipped with a shut off valve	<input type="checkbox"/>	<input type="checkbox"/>
3	The hydraulic pump shall be mounted on the transfer case and produce 25 GPM at 2000 PSI.	<input type="checkbox"/>	<input type="checkbox"/>
4	All hydraulic functions of this unit shall be powered via the transfer case driven hydraulic pump in lieu of any electrically powered hydraulic circuits.	<input type="checkbox"/>	<input type="checkbox"/>
5	A set of boom hydraulic control valves shall be mounted behind the curbside of the cab.	<input type="checkbox"/>	<input type="checkbox"/>
6	The boom control valves shall be a direct hydraulic spool valve with hydraulic pilot pressure controlled electric actuator	<input type="checkbox"/>	<input type="checkbox"/>
7	Each boom function shall be adjustable via individual flow controls and shall have a separate manual override handle which is clearly labeled.	<input type="checkbox"/>	<input type="checkbox"/>

Accessories to be Included		YES	NO
1	Operation and maintenance manual	<input type="checkbox"/>	<input type="checkbox"/>
2	One 36" x 24" x 24" aluminum toolbox mounted on the curbside	<input type="checkbox"/>	<input type="checkbox"/>
3	One 36" x 24" x 24" aluminum toolbox mounted on the driver's side	<input type="checkbox"/>	<input type="checkbox"/>
4	Traffic cone holder	<input type="checkbox"/>	<input type="checkbox"/>
5	Stainless steel tube / tool trays along both sides of the tank structure to hold 32 feet of 8" tubes accessible from the ground level	<input type="checkbox"/>	<input type="checkbox"/>
6	Two high intensity LED boom work lights	<input type="checkbox"/>	<input type="checkbox"/>
7	Two LED rear work lights	<input type="checkbox"/>	<input type="checkbox"/>
8	Two mid-ship mounted LED work lights	<input type="checkbox"/>	<input type="checkbox"/>
9	A wireless remote control with water on/off feature for the hydro excavating hose reel	<input type="checkbox"/>	<input type="checkbox"/>
10	Rear tow hooks	<input type="checkbox"/>	<input type="checkbox"/>
11	Metal mudflaps in front of the rear tires	<input type="checkbox"/>	<input type="checkbox"/>
12	A low restriction, high efficiency, hydraulic oil cooler shall be added to the hydraulic circuit, shall have a 12 Volt DC Brushless Fan Motor	<input type="checkbox"/>	<input type="checkbox"/>
13	Two LED Work Lights to shine into debris body	<input type="checkbox"/>	<input type="checkbox"/>
14	backup alarm	<input type="checkbox"/>	<input type="checkbox"/>
15	Four 8" x 5' vacuum tubes	<input type="checkbox"/>	<input type="checkbox"/>
16	One 8" x 5' vacuum tube with bolt on soft tip	<input type="checkbox"/>	<input type="checkbox"/>
17	Six 8" tube clamps	<input type="checkbox"/>	<input type="checkbox"/>
18	One 25' x 2 1/2" fill hose	<input type="checkbox"/>	<input type="checkbox"/>
19	One camera backup camera system with a 7" color monitor	<input type="checkbox"/>	<input type="checkbox"/>

Painting		YES	NO
1	The entire exterior of the body, chassis sub-frame, and all carbon steel vacuum module components shall be shot blasted to SP 10 near white finish	<input type="checkbox"/>	<input type="checkbox"/>
2	Paint shall be spray applied single stage automotive fleet finish urethane paint	<input type="checkbox"/>	<input type="checkbox"/>
3	Chassis frame, vacuum pump, water pump, silencers and related power components shall be painted black	<input type="checkbox"/>	<input type="checkbox"/>
4	Body and associated components shall be painted white	<input type="checkbox"/>	<input type="checkbox"/>
5	All body parts are to be disassembled and individually blasted, sanded, primed, and painted prior to final assembly	<input type="checkbox"/>	<input type="checkbox"/>

Warranty & Misc.		YES	NO
1	Manufacture shall provide a one (1) year limited warranty from the date of delivery	<input type="checkbox"/>	<input type="checkbox"/>
2	The positive displacement blower lobes shall have a manufacture's minimum warranty	<input type="checkbox"/>	<input type="checkbox"/>
3	A proposal drawing of the proposed unit shall be submitted with bid	<input type="checkbox"/>	<input type="checkbox"/>
4	Wiring diagram of the unit shall be furnished with the completed unit	<input type="checkbox"/>	<input type="checkbox"/>
5	With 14 days after unit is delivered a factory representative shall perform a minimum of 8 hours of start-up training	<input type="checkbox"/>	<input type="checkbox"/>
6	A detailed service and parts manual shall be provided	<input type="checkbox"/>	<input type="checkbox"/>

Delivery		YES	NO
1	The unit shall be delivered to	<input type="checkbox"/>	<input type="checkbox"/>
2	State number of days until delivery after receipt of purchase order	Days	

Rosamond Community Services District

Exhibit C Pricing Form

Time of Delivery Days _____

Make and Model _____

Price for one (1) Hydro Excavator \$ _____

Sub Total \$ _____

_____ % Sales Tax \$ _____

Total Bid \$ _____

STAFF REPORT

Rosamond Community Services District

DATE: September 18, 2024

TO: Board of Directors

FROM: Kim Domingo, General Manager

Subject: Cancellation of the September 25, 2024 Regular Board Meeting due to a lack of quorum.

RECOMMENDATION:

Approve the cancellation of the September 25, 2024 Regular Board Meeting.

BACKGROUND:

A quorum of the Board of Directors, defined as a majority of the five members, is required to be present at a meeting or located within the District boundary if attending remotely. Based on availability information obtained from the Directors, there will not be a quorum available for the September 25, 2024 regular board meeting.

ANALYSIS:

A meeting cannot be conducted without a quorum and, since this situation is known beforehand, the Board should take action to cancel the regularly scheduled meeting.

FISCAL REVIEW:

N/A

LEGAL REVIEW:

None.

CONCLUSION:

Approval is recommended.



Kim Domingo General Manager



Sherri Timm, Director of Administration

ATTACHMENTS:

None

STAFF REPORT

Rosamond Community Services District

DATE: September 18, 2024

TO: Board of Directors

FROM: Sherri Timm, Director of Administration

Subject: Resolution No. 2024-5 Adopting a Conflict-of-Interest Code for the Rosamond Community Services District.

RECOMMENDATION:

Approve Resolution No. 2024-5 to adopt the Rosamond Community Services District Conflict-of-Interest Code and direct the Director of Administration to forward the adopted Conflict-of-Interest Code to the Kern County Board of Supervisors for review.

BACKGROUND:

The Political Reform Act requires every local government agency to review its conflict of interest code biennially. A conflict of interest code tells public officials, governmental employees and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700).

ANALYSIS:

A review of the District's existing Conflict-of-Interest Code revealed two positions, the Director of Finance and the Assistant General Manager, that no longer exist. In addition, a review of District consultants was conducted to determine what disclosure requirements, if any, are required.

FISCAL REVIEW:

N/A

LEGAL REVIEW:

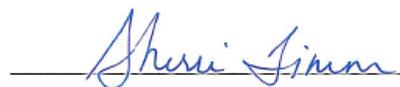
District's legal counsel reviewed the existing Conflict-of-Interest Code and made recommendations for changes which have been incorporated into the proposed Conflict-of-Interest Code attached to Resolution 2024-5.

CONCLUSION:

Approval of the request is recommended in order to comply with the Fair Political Practices Commission regulations.



Kim Domingo General Manager



Sherri Timm, Director of Administration

ATTACHMENTS:

Resolution No. 2024-5
Exhibit "A"

**ROSAMOND COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2024-5**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
ROSAMOND COMMUNITY SERVICES DISTRICT
ADOPTING A CONFLICT-OF-INTEREST CODE**

WHEREAS, the Rosamond Community Services District (the “District”) is a public agency of the State of California formed under the Community Services District Law (Government Code Section 61000, *et seq.*) and a local government agency subject to the requirements of the Political Reform Act of 1974 (Government Code Section 81000, *et seq.*) (the “Act”); and

WHEREAS, Section 87300 of the Act requires all local government agencies to adopt and promulgate conflict-of-interest codes pursuant to the provisions of the Act; and

WHEREAS, the California Fair Political Practices Commission has adopted Section 18730 of Title 2 of the California Code of Regulations, which contains the terms of a standard conflict-of-interest code that can be incorporated by reference.

WHEREAS, the District previously adopted a Conflict-of-Interest Code in 2016 (“2016 Code”) via Resolution 2016-103; and

WHEREAS, the Director of Administration has reviewed the 2016 Code and determined that the 2016 Code is in need of modification; and

WHEREAS, the District desires to adopt a revised conflict-of-interest code to update certain designated positions and improve clarity.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Rosamond Community Services District as follows:

Section 1. Adoption: The Board of Directors hereby adopts the Conflict-of-Interest Code attached hereto as **Exhibit “A”** and incorporated herein by this reference. The Conflict-of-Interest Code in Exhibit “A” shall replace and supersede the previously adopted Conflict-of-Interest Code.

Section 2. County Review: The Administrative Director, or his/her designee, is directed to forward the adopted Conflict-of-Interest Code to the Board of Supervisors of the County of Kern for review and approval.

Section 3. Effective Date: This Resolution shall become effective as of the date of adoption.

Section 4. Severability: If any section, subsection, clause or phrase in this Resolution is for any reason held invalid, the validity of the remainder of this Resolution shall not be affected thereby. The Board of Directors hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof be held invalid.

Section 5. Incorporation of Recitals: The Recitals set forth above are incorporated herein and made an operative part of this Resolution by this reference.

PASSED, APPROVED AND ADOPTED by the Rosamond Community Services District Board of Directors, at a meeting held on this 18th day of September 2024.

President, Board of Directors
Rosamond Community Services District

ATTEST:

Secretary, Board of Directors
Rosamond Community Services District

EXHIBIT A

ROSAMOND COMMUNITY SERVICES DISTRICT CONFLICT-OF-INTEREST CODE

The Political Reform Act (Government Code Section 81000, *et seq.*) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to any amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated herein by reference. This regulation the attached appendices, designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the Rosamond Community Services District (District).

Individuals holding designated positions shall file their statements of economic interest with the Director of Administration of the Rosamond Community Services District, who will retain the statements and make the statements available for public inspection and reproduction. (Gov. Code § 81008.) All statements will be retained by the District.

APPENDIX A

OFFICIALS WHO MANAGE INVESTMENTS

(Gov. Code § 87200)

For informational purposes only: It has been determined that the positions listed below are officials who manage public investments as defined by 2 California Code of Regulations section 18701(b). Therefore, the positions below are *not* subject to this code because said positions are instead subject to the disclosure requirements of Government Code section 87200. An individual holding one of the positions listed below may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by section 87200.

Members of the Board of Directors
General Manager

DESIGNATED EMPLOYEES

(Gov. Code § 87302)

It has been determined that the positions listed below participate in the making of decisions which may foreseeably have a material effect on a financial interest pursuant to Government Code section 87302. Each person holding a designated position shall file a statement disclosing his/her interests reportable under the category to which his/her position is assigned in **Appendix “B”**.

Position	Disclosure Category
General Counsel	1
Director of Public Works	1
Director of Administration	5
Consultants/New Positions	*

*Consultants/New Positions shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The General Manager may determine in writing that a particular consultant or new position, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in this section. Such determination shall include a description of the consultant’s or new position’s duties and, based upon that description, a statement of the extent of disclosure requirements. The General Manager’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code. (Gov. Code § 81008; 2 CCR 18734, subd. (a).)

APPENDIX B

DISCLOSURE CATEGORIES

Individuals holding designated positions must report their interests according to their assigned disclosure category set forth below:

Category 1: Full Disclosure	A designated employee in this category must report all reportable interests in real property within the District's jurisdiction, as well as reportable investments, business positions and sources of income, including gifts, loans and travel payments.
Category 2: Full Disclosure excluding real property	A designated employee in this category must report all reportable investments, business positions and sources of income, including gifts, loans and travel payments.
Category 3: Only Real Property	A designated employee in this category must report all reportable interests in real property within the District's jurisdiction.
Category 4: General Contracting For Entire District	A designated employee in this category must report all reportable investments, business positions and income, including gifts, loans and travel payments, from sources that provide leased facilities, goods, equipment, vehicles, machinery or services, including training or consulting services, of the type utilized by the District.
Category 5: General Contracting For Specific Department	A designated employee in this category must report all investments, business positions, and income, including gifts, loans and travel payments, from sources that provide leased facilities, goods, equipment, vehicles, machinery or services, including training or consulting services, of the type utilized by the employee's department or area of authority.

Field Operations Report Sewer – September 11, 2024

MH From	MH To	LENGTH	Date_clean	CLEAN_NOTE
842	831	262.87	8/28/2024	Medium grit in MH842
832	831	169.31	8/28/2024	Clear
841	831	353.17	8/28/2024	Clear
840	841	349.79	8/28/2024	Clear
839	840	273.10	8/28/2024	Clear
833	699	171.64	8/28/2024	Clear
842	831	266.64	8/28/2024	Medium grit, debris
699	700	265.35	8/28/2024	Clear
1389	1395	231.46	8/28/2024	Clear
728	731	201.44	8/27/2024	Medium grit, debris
731	842	120.16	8/27/2024	Medium grit, debris
844	732	326.00	8/27/2024	Clear
846	845	300.00	8/27/2024	Clear
845	844	300.00	8/27/2024	Clear
1392	731	180.90	8/27/2024	Medium grit, debris
845	844	300.00	8/27/2024	Medium grit and debris in channel
1395	1390	292.00	8/27/2024	Medium grit, debris
834	700	231.58	8/27/2024	MH1389 had plywood, dirt, asphalt, and debris.
842	1393	208.17	8/27/2024	Medium grit in MH843
732	842	NULL	8/27/2024	Clear

Sewer Report: 4,805 feet cleaned Period 8/21 – 9/3

1. Calls from customers – None this period
2. Sewer Camera footage – 0 ft
3. Illicit discharges - None this period
4. FOG inspections – None this period
5. Pest Control measures – Boric acid
6. SSO 's – None this period
7. Manhole inspections - 25
8. We are communicating with Edison to have power moved closer to our lift station on Apple blossom Ave. A service request has been initiated.

Field Operations Report Water – September 11, 2024

ADDRESS	Date
3106 Janine	8/22/2024
3111 Desert Moon	8/26/2024
3649 Lyons	8/26/2024
2113 Windflower Dr.	8/27/2024
2330 Haymarket	8/29/2024
3001 Melvin	8/29/2024
2027 Campbell	9/1/2024
3218 Erica	9/3/2024
2465 55th St	9/3/2024
3011 Ontario	9/3/2024
3601 Tanglewood	9/6/2024
2427 Arboretum	9/6/2024
3324 Poplar	9/9/2024
2016 Windcurrent	9/9/2024

Number of Leaks Repaired: 14

Development and Construction

1. Hill View Homes is continuing tract 6306 next to our public works bldg. They have started the next phase of construction and are grading to start new development. They have readjusted 2 paved over manholes on Rosamond blvd.
2. K. Hovanian is continuing development as planned on tract 7391. They have completed their Monte Rosa model homes. They have BCI construction running pipeline on the next tract which will connect to Poplar st in the Trakell tract. They have passed 4 final inspections on new homes and just purchased 5 more water meters.
3. Legacy Homes is continuing tract 6455 development as planned.
4. Tropico Middle School is continuing development to the school addition. New portable buildings are being built. They have run a new sewer lateral and manhole to the southwest building and poured a new manhole to tie into our sewer and eliminate the septic system.
5. The Crossings condominium park is currently expanding on Sedona and Rosamond Blvd. They are adding 18 units. Gall bros construction has tied into our water main and has added 2 new fire hydrants , one on Sedona and one on Rosamond blvd. They installed 2
6. Rosamond school district is planning to tie into our water system at the High School as part of the Arsenic consolidation program. The Public Works staff has potholed our water main in multiple areas to determine size in preparation.
7. Bowman Asphalt has been completed Rosamond Blvd.
8. Lyles Construction is working on the Trakell street tract and have begun construction to install new service lines. They were held up by the county for a few weeks for permitting issues.
9. The County has contracted Spohn Ranch to build a skatepark for the public at Glendower Park.



This is the booster pump that we had refurbished with new seals and shaft. This pump pushes water from tank 3 to tank 5.



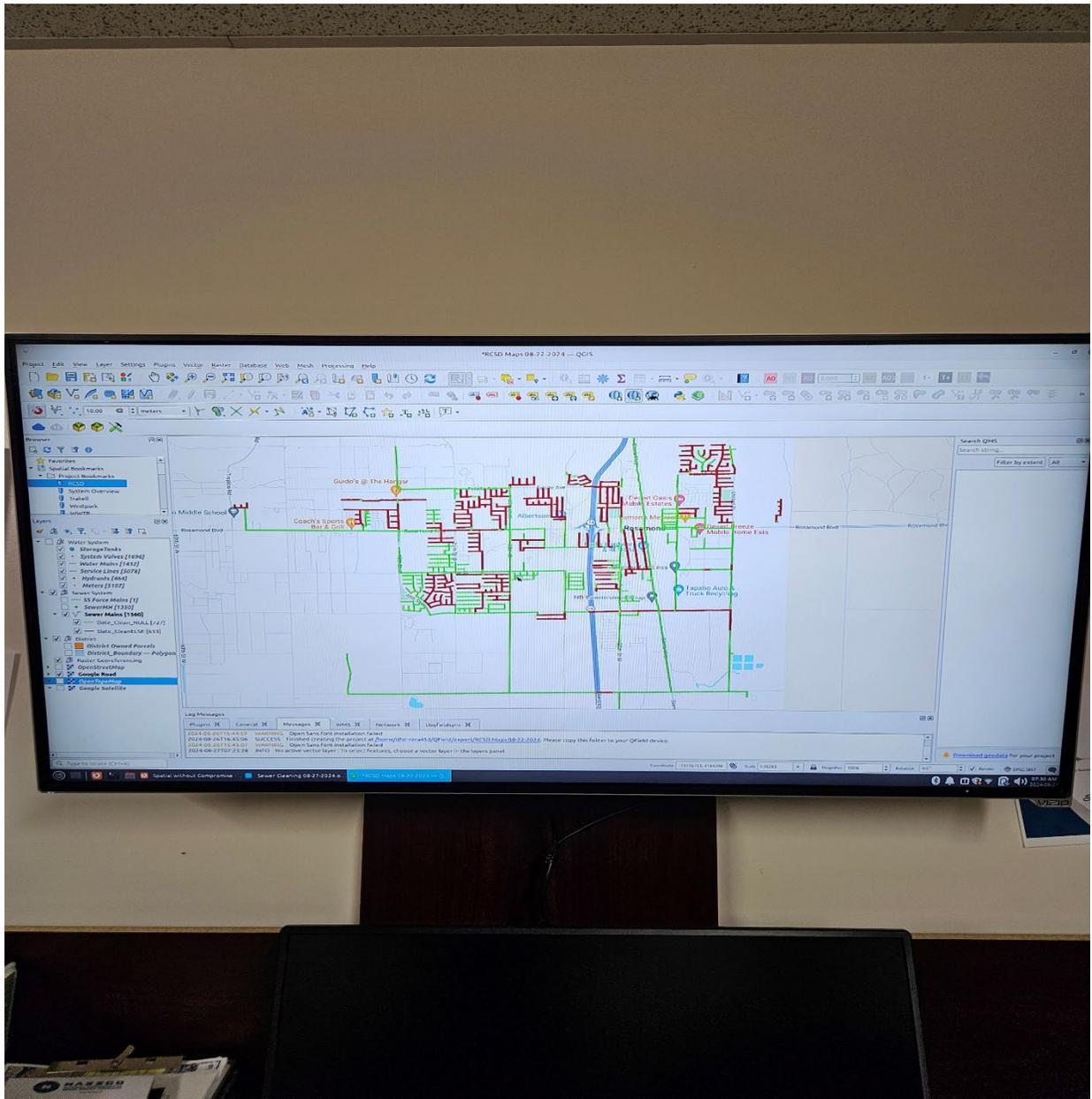
Air Vac int the desert behind Rosamond hill on the line feeding tank 5



Grit removed from the sewers by public works staff



More grit removal by public works staff.



The public works staff has taken the initiative to set up a sewer cleaning command , reporting and recording station. This system makes it easier to plan cleaning and track our progress.



Public works staff has been busy fabricating locking cages for the generator at well 8.



Fabrication by staff for well 8 security cages



Public Works staff repairing a leak